TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 371.

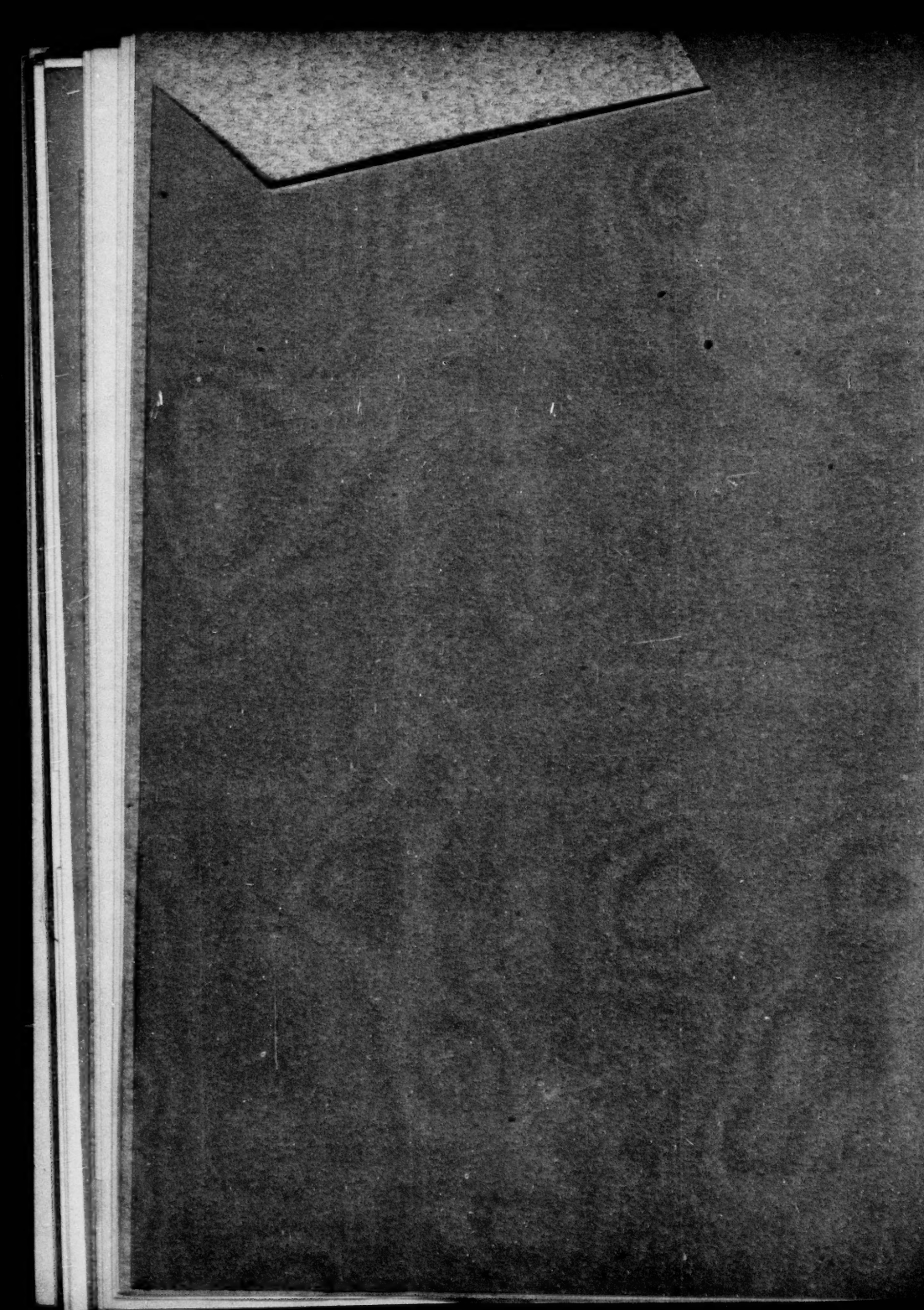
THE BANKING HOUSE OF BARTHOLOW, LEWIS & COMPANY, PLAINTIFF,

vs.

THE TRUSTEES OF SCHOOLS OF TOWNSHIP NO. 4 S., R. 8 W., RANDOLPH COUNTY.

ON A CERTIFICATE OF DIVISION IN OPINION BETWEEN THE JUDGES OF THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF ILLINOIS.

FILED DECEMBER 20, 1877.



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1 Pleas in the circuit court of the United States of America for the southern district of Illinois, held at the city of Springfield, in said district, before the Hon. Thomas Drummond, judge of the seventh judicial district, presiding judge of said court, and the Hon. Samuel H. Treat, district judge of said district, associate judge of said court, on Wednesday, the 18th day of July, at the June term of said court, in the year of our Lord eighteen hundred and seventy-seven, and of our Independence the one hundred and second year.

J. A. JONES, *Clerk.*

BANKING-HOUSE OF BARTHOLOW, LEWIS & CO. }
vs.
TRUSTEES OF SCHOOLS, T. No. 4 S., R. 8 W., Randolph Co. } Assumpsit.

SOUTHERN DISTRICT OF ILLINOIS, *ss:*

The Banking-House of Bartholow, Lewis & Co., a resident of the State of Missouri, puts in its place Messrs. Noble and Orrick, its attorneys, against the Trustees of Schools, T. No. 4 S., R. 8 W., Ran-
2 dolph County, defendants, who put in their place Messrs. John M. & John Mayo Palmer, their attorneys, in a plea of trespass on the case upon promises.

SOUTHERN DISTRICT OF ILLINOIS, *ss:*

Be it remembered, that heretofore, to wit, on the 15th day of May, in the year of our Lord eighteen hundred and seventy-seven, came said plaintiff, by its said attorneys, and filed in the office of the clerk of said court its bond for costs in said cause, which said bond for costs is in the words and figures following, to wit:

Bond for costs.

Circuit court, United States of America, southern district of Illinois, June term, A. D. 1877, ss.

BANKING HOUSE OF BARTHOLOW, LEWIS & CO. }
vs.
TRUSTEES OF SCHOOLS OF TOWNSHIP No. 4 south, R. 8 west, Randolph Co. } In assumpsit.

I do hereby enter myself security for costs in this cause, and acknowledge myself bound to pay or cause to be paid all costs which may accrue in this action, either to the opposite party or to any of the officers of this court, in pursuance of the laws of this State and of the
3 United States.

Dated this 15th day of May, 1877.

JAMES T. JONES.

(Endorsed:) Filed May 15, A. D. 1877. J. A. Jones, clerk.

And afterwards, to wit, on the 16th day of May, in the year aforesaid, there was issued out of the office of the clerk of said court a summons in said cause, which said summons, together with the return of the marshal thereon, is in the words and figures following, to wit:

Summons.

Circuit court of the United States of America, southern district of Illinois, ss.

The United States of America, to the marshal of the southern district of Illinois, greeting:

We command you to summon Trustees of Schools, township number four north, and range number 8 west, a corporation in Randolph County, if found in your district, to be and appear before our judges of our circuit court of the United States for the southern district of Illinois,
4 on the first day of the next term thereof, to be held at Springfield, in the district aforesaid, on the first Monday of June next, to answer unto Banking-House of Bartholow, Lewis & Co., of a plea of trespass on the case on promises to its damage, as it alleges, of ten thousand dollars, and have you then and there this writ.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, at Springfield aforesaid, this sixteenth day of May, in the year of our Lord one thousand eight hundred and seventy-seven, and of our Independence the one hundred and second year.

[L. S.] J. A. JONES, *Clerk.*

Return of ma'shal.

I hereby appoint George Carl my special deputy to execute this writ, May 17, 1877.

E. R. ROE,
U. S. Mar.

Executed this writ on the 18th day of May, 1877, by delivering a true copy thereof to William Schuck, chairman of the board of trustees of schools, township number four north, and range number eight west, Randolph County, Illinois.

E. R. ROE,
U. S. Mar.
By GEORGE CARL.
Special Deputy.

(Endorsed:) Filed June 4, A. D. 1877. J. A. Jones, clerk.

5 And then afterwards, to wit, on the 4th day of June, in the year aforesaid, came again said plaintiff, by its attorneys, and filed in said clerk's office its declaration in said cause, which said declaration is in the words and figures following, to wit:

6 *Declaration.*

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

Circuit court of said United States in and for said southern district of Illinois.

Banking-House of Bartholow, Lewis and Company complains of Trustees of Schools of township number four south, of range number eight west,

in a plea of assumpsit, for that whereas the said Banking-House of Bartholow, Lewis & Company, plaintiff, is and was at the several times hereinafter stated a corporation duly authorized, organized and acting by and under the laws of the State of Missouri, and a citizen of said State, having plaintiff's chief office and place of business at the city of St. Louis. And whereas the said Trustees of Schools of township number four south, of range number eight west, defendant, is and was at said several dates hereinafter mentioned a body politic and coporate, duly authorized, organized, and acting by and under authority of the laws of the State of Illinois, in the county of Randolph, in said last-named State; and that whereas there is and was at said several times hereinafter stated a certain other corporation, that is a
7 railroad corporation named the Cairo & St. Louis Railroad Company, duly authorized, organized, and acting under and by virtue of an act of the general assembly of the State of Illinois, entitled an act to incorporate the Cairo & St. Louis Railroad Company, approved February 16th, 1865, and an act of said assembly entitled, "An act to amend an act entitled, 'An act to incorporate the Cairo & St. Louis Railroad Company,' approved February 16th, 1865," approved , and other the laws of said State of Illinois.

And whereas, in pursuance of said laws of said State of Illinois, a petition was heretofore, to wit, on May 26th, 1869, at a special meeting held pursuant to regular call presented to the Trustees of Public Schools of said township number four, range number eight west, which was then and there in the county of Randolph and State of Illinois, and through which the railroad of said railroad company was then to pass and has passed, and in which said county the township organization had not then and there been adopted, and said petition was then and there signed by at least fifty legal voters of said township, praying an election
8 might be ordered in said township for June 23, 1869, in reference to a subscription to said railroad, and se ting forth the amount of stock proposed to be taken in said railroad, that is to say, fifty thousand dollars, and to issue bonds of said township to said railroad company payable on or before twenty years from their date and bearing interest at eight per cent. per annum, and also in reference to levying and collecting of taxes upon the real and personal property of said township from time to time for paying such bonds and the interest thereon, upon condition that said Cairo & St. Louis Railroad Company construct its railway track through the town of Red Bud in said township, or through the village of Red Bud in said township, so that Red Bud be made a point of business upon said road.

And whereas, on the presentation and consideration of said petition said Trustees of Schools of said township at said special meeting did order an election in accordance with the prayer of said petitioners.

And whereas, said election having been so ordered, the school treasurer did thereafter give notice of said election in the particulars aforesaid and in due form, and in the same manner as required to be
9 given for the election of school trustees, and by posting up said notice in each of the school districts in said township in the most public places therein for thirty days immediately preceding said election, and whereof said treasurer made due return to said trustees.

And whereas said election was held pursuant to said order and notices on the said twenty-sixth day of June, 1869, at the Nelson Hotel, in the village of Red Bud, in said township, which was the place designated by said trustees for holding said election, and at said election two of said trustees acted as judges and one as clerk of said election, each be-

ing then and there, and before the opening of the poles, duly sworn according to law. And whereas a majority of the votes cast at said election and the votes of a majority of the legal voters of said township were at said election given for said subscription.

And whereas afterwards, to wit, May 12, 1874, the road of said railroad company had been and was then built and running through Red Bud, in said township, and through said township, and whereas all the conditions of said vote of the 26th June, A. D. 1869, were fully carried
10 out and complied with. And whereas afterwards, to wit, on said 12th day of May, 1874, on the petition of said railroad company as aforesaid, said trustees of schools, being thereunto duly and fully authorized by law, did, in behalf of and for said township, subscribe the sum of fifty thousand dollars to the capital stock of the Cairo & St. Louis Railroad Company, and in payment of which said township agreed to issue and deliver to said company the bonds of said township to the amount of fifty thousand dollars in manner and form hereinafter stated.

And whereas said defendant afterwards, to wit, on the 8th day of June, A. D. 1874, at said district, made its certain fifty obligations in writing, in and by each whereof as and by the name of said township defendant acknowledged itself indebted and firmly bound to the Cairo and St. Louis Railroad company in the sum of one thousand dollars, which sum defendant, as and by the name of said township, promised to pay to said Cairo and St. Louis Railroad Company or bearer at said township treasurer's office, in said township, in said county of Randolph, on or before the eight day of June, 1874, together with interest thereon
11 from the 8th day of June, 1874, at the rate of eight per cent. pe annum, which interest should be payable annually on the eigh day of June in each year on the presentation and delivery at said treas. urer's office in said township of the coupons of interest thereto attached, and did then and there in and by said obligation and on the face thereo state said bond was issued under and in pursuance of and as authorized by a vote of the legal voters of said township and in accordance with the laws of the State of Illinois.

And whereas there were then and there to said bonds attached coupons of interest for each and every year's interest to grow due thereon, and in and by each of which said coupons defendants, as and by the name of said township, promised to pay on the 8th day of June in each year, naming it and running in each series of coupons on each bond from 8th day of June, 1875, to the 8th day of June, 1894, to bearer, at the township treasurer's office in said township, eighty dollars for one year's interest on said bond. And whereas defendant then and there duly executed said bonds and said coupons severally by and through said trustees of schools of said townships and attested the same by
12 the treasurer of said township on the day of the date thereof; and whereas said defendant afterwards, to wit, on the *the* day last aforesaid, duly delivered said bonds and coupons, and each of them, to said railroad company; and whereas the same and each of them were duly registered by and in the office of the auditor of public accounts of the State of Illinois, on the 25th day of July, 1874, pursuant to the provisions of an act to fund and provide for paying the railroad debts of counties, townships, cities, and towns, in force April 16, 1869.

And whereas afterwards, to wit, on the day and year last aforesaid, the said railroad company, for value received, assigned and transferred fifty of said bonds, numbered from 1 to 50, both inclusive, with the coupons thereunto attached, to plaintiff, which bonds and coupons are here now to the court shown and filed herewith; and whereas, in and by means

of the premises, defendant did, by the first of the coupons attached to said bond number one, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the treasurer's office in said township, eighty dollars for one year's interest on bond No. 1 for one thousand dollars, issued by said township to the Cairo and St. Louis Rail-
13 road Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company to plaintiff as aforesaid, and plaintiff then and there became and was and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the eight day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district and then and there demanded payment thereof.

14 And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 1, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 1 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 2, promise to
15 pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 2 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 2, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for
16 one year's interest on bond number 2 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises then and there promised to pay

the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon to the treasurer's office of said township at said district and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 3, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 3 for one thousand dollars, issued by said township to the Cairo and Saint Railroad Company, and
17 which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 3, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 3 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to
18 plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 4, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 4 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer
19 thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 4, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 4 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and ther' delivered, as-

signed, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and ther' promised to pay the
20 amount of said coupon to plaintiff, according to the tenor and effect thereof and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 5, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars for one year's interest on bond number 5 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June,
21 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 5, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office; in said township, eighty dollars for one year's interest on bond number 5 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon where then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

22 And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 6, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 6 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did,

23 by the second of the coupons attached to said bond number 6, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 6 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 7, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars,
24 for one year's interest on bond number 7 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 7, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 7 for one thousand dollars, issued
25 by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 8, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 8 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to
26 plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there prom-

ised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and w'ereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 8, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 8 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said town-
27 ship, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 9, promise to pay bearer on the 8th day of June, 1875, which period is now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 9 for one thousand dollars, issued by said township to the Cairo and Saint Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and
28 effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 9, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 9 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June,
29 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 10, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at

the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 10 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

30 And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 10, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 10 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

31 And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 11, promise to pay bearer, on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 11 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof; and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

32 And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 11, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 11, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid; and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and, whereas afterwards, to wit, on the 8th day of June, 1876,

plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 12, promise to pay bearer, on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars for
33 one year's interest on bond number 12, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid; and plaintiff then and there became and is the lawful bearer thereof; and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 12, promise to bearer, on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 12, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company,
34 and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and, whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises defendant did, by the first of the coupons attached to said bond number 13, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 13, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon where then and there delivered, assigned, and transferred by said company for value received, to
35 plaintiff as aforesaid, and plaintiff then and there became, and is, the lawful bearer thereof, and defendant as and in the name of said township in consideration of the premises then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof, and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises defendant did, by the second of the coupons attached to said bond number 13, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 13 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which

said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer
36 thereof, and, defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and, whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And, whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 14, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 14, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township,
37 in consideration of the premises then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and, whereas, afterwards, to wit, on the 8th day of *of* June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demand payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 14, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 14 for one thousand dollars issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as afore said, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said
38 coupon to plaintiff according to the tenor and effect thereof, and whereas *whereas* afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 15, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 15, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof, and whereas, afterwards, to wit, on the 8th day of June, 1876, plain-
39 tiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the

second of the coupons attached to said bond number 15, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 15, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof, and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

40 And whereas, in and by means of the premises, defendant did by the first of the coupons attached to said bond number 16, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 16, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof, and whereas, afterwards, to wit, on the 8th day of June, 1876, the plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

41 And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 16, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 16, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof, and whereas, afterwards, to wit on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

42 And whereas, in and by means of the premises, defendant did by the first of the coupons attached to said bond number 17, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 17, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect

thereof, and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises defendant did by the second of the coupons attached to said bond number 17, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer' office in said township, eighty dollars, for one year's interest on bond number 17, for one thousand dollars, issued
43 by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof, and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did by the first of the coupons attached to said bond number 18, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 18, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company,
44 and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof, and whereas, afterwards, to wit, on the 8th day of June, 1876, the plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 18, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 18 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered,
45 assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof, and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 19, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 19, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff

46 as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof, and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 19, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 19 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the law-

47 ful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof, and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 20, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 20 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said town-

48 ship, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof, and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 20, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 20 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said *said* coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay

49 the amount of said coupon to plaintiff, according to the tenor and effect thereof, and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 21, promise to pay

bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 21 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and
50 effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 21, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 21 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff pre-
51 sented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 22, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 22 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

52 And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 22, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 22 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect

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bearer of: and whereas afterwards, to wit, on the 8th day of June, 1876, the
ntiff presented said coupon at the treasurer's office of said township, yea
said district, and then and there demanded payment thereof.

sai And whereas, in and by means of the premises, defendant did, wh by the first of the coupons attached to said bond number 23, an promise to pay bearer on the 8th day of June, 1875, which period sas now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 23 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 23, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed,
54 at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 23 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 24, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for
55 one year's interest on bond number 24 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 24, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 24 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company,
56 and which said bond and said coupon were then and there deliv-

ered, assigned, and transferred by said company for value recei, at to plaintiff as aforesaid, and plaintiff then and there became and is one lawful bearer thereof, and defendant, as and in the name of said to by ship, in consideration of the premises, then and there promised to and the amount of said coupon to plaintiff according to the tenor and effas thereof; and whereas afterwards, to wit, on the 8th day of June, 18 iff plaintiff presented said coupon at the treasurer's office of said townshiul at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 25, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 25 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to
57 plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterward, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 25, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 25 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consider-
58 ation of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 26, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 26 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received, to plaintiff as aforesaid; and plaintiff then and there became, and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office
59 of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the

second of the coupons attached to said bond number 26, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 26, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned and transferred by said company for value received, to plaintiff as aforesaid; and plaintiff then and there became, and is the lawful bearer thereof; and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

60 And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 27, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 27, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned and transferred by said company, for value received, to plaintiff as aforesaid; and plaintiff then and there became, and is the lawful bearer thereof; and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

61 And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 27, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 27, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned and transferred by said company, for value received, to plaintiff as aforesaid; and plaintiff then and there became, and is the lawful bearer thereof; and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

62 And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 28, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 28 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became, and is the lawful bearer thereof; and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect

thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 28, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 28 for one thousand dollars, issued
63 by the said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned and transferred by said company, for value received, to plaintiff as aforesaid; and plaintiff then and there became, and is the lawful bearer thereof; and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 29, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 29 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned and transferred by said company, for value received,
64 to plaintiff as aforesaid; and plaintiff then and there became, and is the lawful bearer thereof; and defendant, as and in name said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupon' attached to said bond number 29, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 29, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful
65 bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 30, promise to pay bearer on the 8th day June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 30, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, as-

signed, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and
66 effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 30, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 30, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer' office of said township at said district, and then and there demanded payment thereof.

67 And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 31, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 31, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said d strict, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 31,
68 promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 31, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the

first of the coupons attached to said bond number 32, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 32, for one thousand dollars,
69 issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 32, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 32, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and trans-
70 ferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 33, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 33, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful
71 bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 33, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 33, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the

72 amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 34, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 34, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the

73 amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 34, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 34, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said

74 coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 35, promise to pay bearer on the 8th day of June, 1875, which period has elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 35, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

75 And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 35, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars for one year's interest on bond number 35, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad

first of the coupons attached to said bond number 32, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 32, for one thousand dollars,
69 issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 32, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 32, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and trans-
70 ferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 33, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 33, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful
71 bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 33, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 33, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the

72 amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 34, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 34, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and

73 effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 34, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 34, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district,

74 and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 35, promise to pay bearer on the 8th day of June, 1875, which period has elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 35, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

75 And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 35, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars for one year's interest on bond number 35, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad

Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 36, promise to
76 pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 36 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesad, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 36, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed,
77 at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 36 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 37, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 37 for one thousand dollars, issued
78 by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas afterward, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the

second of the coupons attached to said bond number 37, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 37 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company,
79 and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 38, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 38 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the
80 lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 38, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 38 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay
81 the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 39, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 39 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful

bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June,
82 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 39, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 39 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

83 And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 40, promise to pay bearer, on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 40, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

84 And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 40, promise to pay bearer, on the 8th day of June, 1876, which period has elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 40, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 41, promise to
85 pay bearer, on the 8th day of June, 1875, which period has now

elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 41, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 41, promise to pay bearer, on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars
86 for one year's interest on bond number 41, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 42, promise to pay bearer, on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 42, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company,
87 and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant, did, by the second of the coupons attached to said bond number 42, promise to pay bearer, on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 42, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and
which said bond and said coupon were then and there delivered,
88 assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June,

1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 43, promise to pay bearer, on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 43, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and
89 is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 43, promise to pay bearer, on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 43, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay
90 the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 44, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 44, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and *and* said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof;
91 and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 44, promise to pay bearer, on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 44, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and

which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

92 And whereas in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 45, promise to pay bearer, on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 45, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and then demanded payment thereof.

93 And whereas in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 45, promise to pay bearer, on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 45, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer' office of said township at said district, and then and there demanded payment thereof.

94 And whereas in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 46, promise to pay bearer, on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said *in said* township, eighty dollars, for one year's interest on bond number 46, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises, defendant did, by the

second of the coupons attached to said bond number 46, promise to pay bearer, on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 46, for one thousand dollars, is-
95 sued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof; and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 47, promise to pay bearer, on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 47, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company,
96 and which said bond and said coupon were then and there delivered, assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof; and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 47, promise to pay bearer, on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars, for one year's interest on bond number 47, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered,
97 assigned, and transferred by said company, for value received, to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof; and defendant, as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff, according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the first of the coupons attached to said bond number 48, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars for one year's interest on bond number 48, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to
98 plaintiff as aforesaid, and plaintiff then and there became and is

the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 47, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars for one year's interest on bond number 47, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the law-
99 ful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond number 48, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 48, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in
100 consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 48, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 48, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said town-
101 ship, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the first of the coupons attached to said bond 49, promise to pay bearer on

the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 49, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said
102 coupon to plaintiff according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas, in and by means of the premises, defendant did, by the second of the coupons attached to said bond number 49, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office, in said township, eighty dollars, for one year's interest on bond number 49, for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas, afterwards, to wit, on the 8th day of June,
103 1876, plaintiff presented said coupon at the treasurer's office of said township, at said district, and then and there demanded payment thereof.

And whereas in and by means of the premis·s defendant did, by the first of the coupons attached to said bond number 50, promise to pay bearer on the 8th day of June, 1875, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 50 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said
104 , at said district, and then and there demanded payment thereof.

And whereas in and by means of the premises defendant did, by the second of the coupons attached to said bond number 50, promise to pay bearer on the 8th day of June, 1876, which period has now elapsed, at the township treasurer's office in said township, eighty dollars for one year's interest on bond number 50 for one thousand dollars, issued by said township to the Cairo and Saint Louis Railroad Company, and which said bond and said coupon were then and there delivered, assigned, and transferred by said company for value received to plaintiff as aforesaid, and plaintiff then and there became and is the lawful bearer thereof, and defendant as and in the name of said township, in consideration of the premises, then and there promised to pay the amount of said coupon to plaintiff according to the tenor and effect

thereof; and whereas afterwards, to wit, on the 8th day of June, 1876, plaintiff presented said coupon at the treasurer's office of said township at said district, and then and there demanded payment thereof.

105 Yet the defendant hath disregarded its several promises, and hath not paid any of said moneys or any part thereof, to the damage of plaintiff of ten thousand dollars, and therefore plaintiff brings its suit.

JOHN W. NOBLE,
NOBLE & ORRICH,
J. W. STEVENSON,
Attorneys for Pl'ff.

(Endorsed:) Filed June 4th, 1877. J. A. Jones, clerk.

And afterwards, to wit, on the 5th day of June, in the year last aforesaid, came said defendants by their said solicitors, and filed in said clerk's office their demurrer in the said cause, which demurrer is in the words and figures following, to wit:

Demurrer.

In the circuit court of the United States for the southern district of Illinois, June term, A. D. 1877.

TRUSTEES OF SCHOOLS OF TOWNSHIP NO. 4 south, range No. 8 west,
ats.
BANKING HOUSE OF BARTHOLOW LEWIS & CO.

And the said defendants, by their attorneys, come and defend
106 the wrong and injury, when, &c., and say that the said plaintiff's declaration and the matters and things therein stated and set forth in manner and form as therein pleaded are not sufficient in law for the said plaintiffs to have or maintain their aforesaid action thereof against these defendants, and this they are ready to verify.

Wherefore, &c.

JOHN M. & JOHN MAYO PALMER,
For Defendants.

(Indorsed:) Filed June 5, 1877. J. A. Jones, clerk.

And afterwards, to wit, on Wednesday the 13th day of June, at the June term of said court in the year last aforesaid, the following further proceedings were had in said court in said cause, and entered of record, to wit:

Order setting cause for hearing.

BANKING HOUSE OF BARTHOLOW LEWIS & CO.
vs.
TRUSTEES OF SCHOOLS T. NO. 4 S., R. 8 W., Randolph County. } Assumpsit.

By consent of parties, by their attorneys, this cause is set for hearing on the 23d day of June, inst.

107 And afterwards, to wit, on Wednesday the 18th day of July, at the June term of said court in the year last aforesaid, the following further proceedings were had in said court in said cause, and entered of record, to wit:

Judgment.

BANKING HOUSE OF BARTHOLOW LEWIS & CO.
v.
TRUSTEES OF SCHOOLS TOWN. NO. 4 SOUTH, range 8 west, Randolph County. } Assumpsit.

This day this cause came on to be heard upon the demurrer of defendants to plaintiff's declaration herein, and the court having heard argument of counsel and being sufficiently advised in the premises, doth sustain said demurrer and order that plaintiff be barred from further prosecuting its said suit, and that said suit be dismissed at cost of plaintiff. It is therefore ordered and adjudged that the defendants recover of the plaintiff their costs and charges by them about their defense herein expended, and that execution issue therefor.

108 And afterwards, to wit, on the 18 day of July, there was filed in the office of the clerk of said court a certificate of division in said cause, which said certificate is in words and figures as follows, to wit:

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:
In the circuit court of said United States in and for said district.

At a term of said court begun and held at Springfield, Illinois, on Monday the fourth day of June, 1877, and on the day of said term presesent honorable Thomas Drummond, circuit judge, and honorable Samuel H. Treat, district judge, in the case of banking house of Bartholow Lewis & Company, plaintiff, vs. Trustees of Schools of Township number 4 south, & range number eight west, &c., defendant, a demurrer to the plaintiff's declaration was sustained, and plaint-
109 iff electing to abide by said demurrer, a judgment was entered for defendant. In the decision upon said demurrer and the judgment thereupon had, the judges were opposed in opinion on the following questions:

1st. Whether the defendant had authority under the constitution and laws of the State of Illinois, at the time said subscription was made, to subscribe to the capital stock of the Cairo & St. Louis Railroad Company, all the facts averred in the declaration being true as stated.

2. Whether the several provisions of the act which authorized the defendants to hold an election, subscribe stock, and issue and deliver bonds to aid in the construction of said railroad were unconstitutional.

3. Whether such subscription by defendants to the stock of said company and the taxes authorized to be assessed and collected under the act mentioned were for corporate purposes.

4th. Whether, the plaintiff being a bona fide holder for value, the defendant is estopped by the recitals in the bonds from denying
110 they were lawfully issued, as stated therein, and in full compliance with the constitution of the State.

All of which is hereby stated under the direction of said judges, and by them certified.

T. DRUMMOND.
S. H. TREAT.

(Indorsed:) Filed 18 day of July, A. D. 1877. J. A. Jones, cl'k.

Afterwards, to wit, on the eleventh day of October of the year last aforesaid, came again said plaintiff, by its attorneys, and filed in the clerk's office of said court its bond, in the words and figures following, to wit:

Bond.

BANKING HOUSE OF BARTHOLOW LEWIS & Company
v.
TRUSTEES OF SCHOOLS, T. No. 4 S., R. 8 W., Randolph County.
} Assumpsit.

111 Know all men by these presents that we, the Banking House of Bartholow Lewis and Company, as principal, and Bluford Wilson, as surety, are held and firmly bound unto the Trustees of Schools, T. No. 4 S., R. 8 W., Randolph County, and their successors in office, in the sum of five hundred dollars, to the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, or assigns firmly by these presents, sealed with our seals and dated this 11th day of October, A. D. 1877.

Now, the condition of this obligation is such that if the above-named Banking House of Bartholow Lewis and Company shall pay or cause to be paid all costs incurred in the Supreme Court of the United States in the further prosecution of the above-entitled suit upon the certificate of division of opinion to be filed in said Supreme Court on or before the second Monday of October, 1877, then this obligation to be void; otherwise to be and remain in full force and virtue.

BARTHOLOW LEWIS & CO., [SEAL.]
By BLUFORD WILSON, *their Att'y.*
BLUFORD WILSON. [SEAL.]

Approved.

S. H. TREAT,
Dist. Judge.

(Indorsed:) Filed October 11, 1877. J. A. Jones, clerk.

112 UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

I, J. A. Jones, clerk of the circuit court of the United States in and for the said southern district of Illinois, do hereby certify the foregoing is a true and complete copy of all the papers filed and proceedings thereon had in a certain cause wherein the Banking House of Bartholow Lewis & Company is plaintiff and the Trustees of Schools, T. No. 4, S., R. 8 W., Randolph County, are defendants, as the same appear of file and record in my said office.

In witness whereof I have hereunto set my hand and seal of said court, at Springfield, in said district, this eleventh day of October, in the year

of our Lord one thousand eight hundred and seventy-seven and of our Independence the one hundred and second year.

[SEAL.] J. A. JONES, *Clk.*

(Indorsement on cover:) No. 371. The Banking House of Bartholow Lewis & Company, pl'ffs, vs. The Trustees of Schools of Township No. 4 S., R. 8 W., Randolph County. S. Illinois C. C. U. S. Certificate of division. Filed 20th December, 1877.





No. 371.

In Supreme Court of the United States.

THE BANKING HOUSE OF BARTHOLOW, LEWIS & CO., Plaintiff,

vs.

THE TRUSTEES OF SCHOOLS OF TOWNSHIPS No. 4, S. R. 8, W., RANDOLPH COUNTY.

ST. LOUIS:
C. R. BARNS, PRINTER, 215 PINE ST.
1881.

No. 371.

In Supreme Court of the United States.

THE BANKING HOUSE OF BARTHOLOW, LEWIS & CO., Plaintiff,

vs.

THE TRUSTEES OF SCHOOLS OF TOWNSHIPS No. 4, S. R. 8, W., RANDOLPH COUNTY.

This case comes into this court on a certificate of division in opinion between the Judges of the Circuit Court of the United States for the Southern District of Illinois.

Plaintiff, a resident of the State of Missouri, sued the defendant, a corporation resident in the State of Illinois, upon coupons detached from bonds—in form as follows:

[Copy of Bond.]

No.——— $1,000.

Township Four, South Range Eight, West.

Township Bond,

Randolph County, Illinois.

Issued in payment of stock in the Cairo and St. Louis Railroad Company.

Know all men by these presents: That township four, south range eight, west, in the county of Randolph, in the State of Illinios, acknowledges itself indebted and firmly bound to the Cairo and St. Louis Railroad Company in the sum of one thousand dollars, which sum the said Township promises to pay to the Cairo and St. Louis Railroad Company or bearer, at the Township Treasurer's office, in the said township, in said county of Randolph, on or before the 8th day of June, 1894, together with interest thereon from the 8th day of June, 1874, at the rate of eight per cent. per annum, which interest shall be payable annually on the 8th day of June in each year on the presentation and delivery at said Treasurer's office, in said township, of the coupons of interest hereto attached.

This bond is issued under and in pursuance of and authorized by a vote of the legal voters of said Township, and in accordance with the laws of the State of Illinois.

In testimony, whereof said Township number four, South of Range number eight, west, in the county of Randolph aforesaid, has executed this bond by the School Trustees and the Treasurer of said Township, setting their hands and seals thereto in their corporate capacity as the law directs, this 8th day of June, 1874.

TRYNAS DREBLE, } Trustees,
PETER WEIKLIN, } &c.

Attest: MATTHIAS HUPP,
Treasurer, &c.

[Copy of Coupon.]

STATE OF ILLINOIS.

Township number four, South of Range number eight, west, in the county of Randolph, in the State of

Illinois, on the 8th day of June, 18——, will pay to bearer, at the Treasurer's office, in said Township, eighty dollars for one year's interest on Bond No. ———, for one thousand dollars, issued by said Township to the Cairo and St. Louis Railroad Company.

TRYNAS DREBLE, } Trustees,
PETER WEIKLIN, } &c.

MATTHIAS HUPP,
Treasurer, &c.

The act of the Legislature authorizing the issue of the bonds, is as follows:

Act to ammend "An Act to incorporate the Cairo and St. Louis Railroad Company." Approved Feb. 16th, 1869.

§ 3. Whenever a petition shall be presented to the trustees of schools of any township in any of the counties through or near which said railroad may pass, in which said county the township organization has not been adopted, and which said petition shall be signed by at least fifty legal voters of said township, praying that an election may be ordered in said township, in reference to a subscription or donation to said railroad, and setting forth the amount of stock proposed to be taken in said railroad, or donation to be made to it by such township, and specifying the time for holding the election, it shall be the duty of such trustees, at any regular or special meeting, to order an election in accordance with the prayer of said petitioners. When the election shall have been so ordered, it shall be the duty of the school treasurer to give notice of the election in the same manner as notices are now given of the election of school trustees. Said notices shall contain the particulars prescribed in the preceding section of this act for elections

under that section, and shall be given for thirty days before said election. Said election shall be held in such place in such township as the trustee of schools may direct; and at such election two of said trustees shall act as judges and one as clerk of said election. In case of the absence of such judges, at the time appointed [for] the election, or their refusal to act, the voters assembled shall choose two judges and one clerk from among the bystanders. At the close of the election, the judges and clerks shall count the votes given and make returns as in elections for school trustees. If a majority of the votes given are for subscription or donation, it shall be the duty of said trustees, in their corporate capacities, and school treasurer, and they are hereby authorized, to issue bonds to said railroad company in the same manner and with like effect as is provided for in the previous section of this act for the payment of interest upon said bonds. The said trustees of schools shall certify to the county clerk the amount required to be paid, as is now done by the school directors for the school tax; and said amount so required, shall be levied and assessed upon all the property, real and personal, in said township, subject to taxation for general purposes, and shall be collected as the school tax is now collected, and paid over to the school treasurer, as is now done with the school tax; but said amount, thus levied and collected, shall be held and used for the payment of the interest upon said bonds and for no other purpose whatever.

The declaration in *assumpsit* is in usual form, averring that all the requirements of the Act of , 1869, were in every particular complied with; that the original petition was duly made and signed by the requisite number of legal voters; that an election, after requisite legal notice, was held, and that a sub-

scription to the capital stock of the Cairo & St. Louis Railroad Company to the amount of fifty thousand dollars was voted for by a majority of the legal voters of the township; that the subscription was duly made and the bonds and coupons sued on, issued, and purchased by plaintiff for value in open market. That the 1st and 2nd coupons on each of said bonds were due and unpaid, by reason of which plaintiff prays judgment, &c.

To this declaration the defendant filed a general demurrer. (See Printed R., p. 33.)

The Court below sustained the demurrer, dismissing plaintiff's suit, and rendering judgment of perpetual bar against plaintiff.

The judges being opposed in opinion upon the law of the case, certified to this Court four questions, as follows:

1. Whether the defendant had authority under the Constitution and laws of the State of Illinois at the time said subscription was made to subscribe to the capital stock of the Cairo & St. Louis Railroad Company, all the facts averred in the declaration being true.

2. Whether the several provisions of the act which authorized the defendants to hold an election, subscribe stock and issue and deliver bonds to aid in the construction of said railroad were unconstitutional.

3. Whether such subscription by defendant to the stock of said company, and the taxes authorized to be assessed and collected under the act mentioned, were for corporate purposes.

4. Whether the plaintiff, being a *bona fide* holder for value, the defendant is estopped by the recitals in the bonds from denying they were lawfully issued, as stated therein. and in full compliance with the Constitution of the State.

The only two provisions of the Constitution of the State of Illinois bearing upon these questions are as follows:

CONSTITUTION OF 1848.

ARTICLE IX., SECTION V.

"The corporate authorities of counties, townships, school districts, cities, towns and villages may be vested with power to assess and collect taxes for corporate purposes, such tax to be uniform in respect to persons and property within the jurisdiction of the body imposing the same. And the General Assembly shall require that all property within the limits of municipal corporations belonging to individuals shall be taxed for the payment of debts contracted under authority of law."

CONSTITUTION OF 1870.

Separate Section.—"No county, city, town, township, or other municipality, shall ever become subscribers to the capital stock of any railroad or private corporation, or make donation to, or loan its credit in aid of such corporation; Provided, however, that the adoption of this article shall not be construed as affecting the right of any such municipality to make such subscriptions where the same have been authorized under existing laws by a vote of the people of such municipalities prior to such adoption."

POINTS IN THE CASE.

The questions upon which the Court below was divided in opinion as certified, involve the consideration of the Constitution of Illinois—1870.

Separate Section, *supra*.

This clause went into operation July 2, 1870. It prohibited subscriptions by municipalities to the capital stock of railroad corporations absolutely—*in futuro*—but expressly excepted from its operations, all subscriptions authorized under existing laws by a vote of the people of such municipalities prior to the adoption of the clause.

The bonds involved in this case were issued to meet a subscription authorized by Act of April 16, 1869, *supra*, and authorized by a vote of the people June 26, 1869.

This Court has held that where bonds were issued subsequent to the adoption of this Constitution—where the laws in force prior thereto authorized a subscription and issue of such bonds, and also prior thereto, a vote of the people authorized such subscription, such bonds were not affected by this constitutional provision.

Town of Concord vs. Portsmouth Savings Bank, 2 Otto, 625.

County of Randolph vs. Post, 3 Otto, 503.

The power of the Legislature to authorize subscriptions by municipalities to railroads is sustained by the Supreme Court of Illinois in an unbroken current of decisions, including the year 1872, all reviewed and affirmed in

Chicago, Danville & Vincennes R. R. vs. Smith, 62 Ill. R., 268.

"All corporations, public and private, exist and can exist, only by virtue of express legislative enactments."

Dillon Cor., Vol. 1, p. 117.

"The Legislature creating them has authority to

enlarge or diminish their powers, extend or limit their boundaries." * *

Cooley Con. Lim., p. 232.

"Municipal corporations are under the control of the Legislature, and may be enlarged by clause in railway charter."

Robertson vs. City of Rockford, 21st Ill., 457.

The Act of April 16, 1869, gave to the townships in any of the counties through which the Cairo and St. Louis Railroad might pass—in which township organization had not been adopted—power to subscribe to the capital stock of such rail road. This was an enlargement of the corporate powers of the Trustees of such townships.

The General Statutes of the State declare such subdivisions as Townships corporations and define their powers. The Act of April 16th, 1869, enlarges them.

After April 16th, 1869, the corporation Township 4 South Range 8 West, had its powers enlarged, so that it was charged with the execution of the provisions of the Act of April 16th, 1869.

Article 9, Constitution of 1848, *Treats of Revenue.*

Section 5 must be construed as vesting the legislature with power, to authorize the municipalities therein named to assess and collect taxes—for corporate purposes—the purposes of each corporation being left to the discretion of the law-making power. The taxes to be uniform in respect to persons and property within the jurisdiction of the body imposing the same. The restriction in this clause upon the Legislature is that the taxing power conferred must provide for uniform or equal taxation.

"The limitation of legislative authority in the levying of taxes, is well defined. Taxes should only be

levied for those purposes which constitute a public burden. But what is for the public good and what are public purposes, and what does properly constitute a public burden, are questions which the Legislature must decide upon its own judgment, and in respect to which it is vested with a large discretion which cannot be controlled by the courts."

Cooly Const. Lim., p. 157.

This court has in every bond case, where the bonds were issued by territorial subdivisions less than counties, affirmed the right of legislatures to authorize such fractional territories to charge themselves with such debts, the bonds to be executed and the taxes to be levied and collected by such agents as the legislatures designated.

The State of Illinois, by the Act of April 16th, 1869, authorized the territory known as Township 4 South of Range 8 West, to make the debt here sued on, and extended the corporate powers of that corporation to that extent.

The conclusions to be arrived at in this case are:

First, That the defendant had authority to make the subscription to the capital stock of the Cairo and St. Louis Railroad Company at the time said subscription was made.

Second, That the several provisions of the Act which authorized the defendant to hold an election, subscribe stock and issue and deliver bonds to aid in construction of said railroad were not unconstitutional.

Third, That the subscriptions by defendants to the stock of said company and the taxes authorized to be assessed and collected under the Act mentioned, were for corporate purposes.

That the court below erred in rendering judgment on demurrer in favor of plaintiff.

The judgment below should be reversed.

Per Contra.

The Supreme Court of Illinois in the case of Cairo and St. Louis Railroad Company vs. Trustees of Schools, 78 Ills., page 137, has decided the Act of April 16th, 1869, unconstitutional, in violation of Sec. 5, Art. 9, Constitution of 1848.

JOHN D. STEVENSON,

For Plaintiff.